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THIS FORM IS NOT TO BE DUPLICATED

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Los Angeles Department of City Planning
Historical Property Contracts Program
200 North Spring Street, Room 559
Los Angeles, California 90012



SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

TITLE(S)

HISTORICAL PROPERTY CONTRACT

BY AND BETWEEN THE CITY OF LOS ANGELES,
A MUNICIPAL CORPORATION, AND

248 Haynes Hotel Associates, LLC.

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

FOR THE PRESERVATION AND BENEFIT OF THE
HISTORIC-CULTURAL MONUMENT OR
CONTRIBUTING STRUCTURE PROPERTY LOCATED AT

636 - 644 South Main Street, Los Angeles, CA. 90014

(L.A.M.C. SECTIONS 19.140, et seq.)

THIS AGREEMENT is made and entered into this 8th day of DECEMBER 2017, by and
(LEAVE DATE BLANK UNTIL RECORDED)
between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and
248 Haynes Hotel Associates, LLC. (hereinafter referred to as the "Owner").
(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

WITNESSETH:

- (i) California Government Code Sections 50280, et seq. authorize cities to enter into contracts with the owners of qualified historical properties to provide for the use, maintenance and restoration of such historical properties so as to retain their characteristics as properties of historical significance.
- (ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as the Hotel Cecil and located at the street address 636 - 644 South Main Street, Los Angeles, California 90014, (hereinafter such property shall be referred to as the "Property"). A legal description of the Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to as the "Plan") for the Property is attached hereto, marked as **Exhibit "A"**, and is incorporated herein by this reference.

C-130102

- 3
- (iii) On February 28, 2017: (a) the City Council of the City of Los Angeles declared the Property Historic-Cultural Monument No. 1140 pursuant to Section 22.171.10 of the Los Angeles Administrative Code (Council File No. 17 - 0062); or, (b) The Property was determined to be a Contributing Structure to the N/A Historic Preservation Overlay Zone pursuant to Section 12.20.3 of the Los Angeles Municipal Code.
- (iv) City and Owner, for their mutual benefits, now desire to enter into this agreement both to protect and preserve the characteristics of historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of Section 439, et seq., of the California Revenue and Taxation Code.

NOW THEREFORE, City and Owner, in consideration of the mutual covenants and conditions set forth herein, do hereby agree as follows:

1. Effective Date and Term of Agreement.

This Historical Property Contract (hereinafter referred to as the "Agreement") shall be effective and commence on the date it is recorded (hereinafter referred to as the "effective date") and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such initial term will automatically be extended, subject to provisions of paragraph 2, below.

2. Renewal.

Each year on the anniversary of the effective date of this Agreement (hereinafter referred to as the "renewal date"), a year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is mailed as provided herein. If either Owner or City desires in any year not to renew the Agreement, Owner or City shall serve written notice of nonrenewal of the Agreement on the other party in advance of the annual renewal date of the Agreement. Unless such notice is served by Owner to City at least ninety (90) days prior to the annual renewal date, or served by City to Owner at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the Agreement as provided herein. Upon receipt by Owner of a notice of nonrenewal from City, Owner may make a written protest of the notice. City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to Owner of nonrenewal. If either City or Owner serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

3. Standards for Historical Property.

During the term of this Agreement, the Property shall be subject to the following conditions, requirements and restrictions:

- a. Owner shall preserve and maintain the characteristics of historical significance of the Property in accordance with the Plan. Attached hereto, marked as **Exhibit "B"**, and incorporated herein by this reference, is a list of those minimum standards and conditions for maintenance, use and preservation of the Property, which shall apply to such property throughout the term of this Agreement.
- b. Owner shall restore and rehabilitate the property according to the Plan, the rules and

regulations of the Secretary of the Interior's Standards for Rehabilitation (Exhibit "B"), and the California Historical Building Code.

- c. Owner shall allow reasonable periodic examinations, by prior appointment, of the interior and exterior of the Property by representatives of the City, County or City and County prior to any new agreement and every 5 years thereafter, and as may be necessary to determine owner's compliance with the terms and provisions of this Agreement.

4. Provision of Information of Compliance.

Owner hereby agrees to furnish City with any and all information requested by the City which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

5. Cancellation.

City, following a duly noticed public hearing as set forth in California Government Code Sections 50280, et seq., may cancel this Agreement if it determines that Owner breached any of the conditions of this Agreement or has allowed the property to deteriorate to the point that it no longer meets the standards for a Historic-Cultural Monument or Contributing Structure. City may also cancel this Agreement if it determines that the Owner has failed to restore or rehabilitate the property in the manner specified in subparagraph 3(b) of the Agreement, including but not limited to Owner's failure to comply with the Plan and/or Owner's failure to complete the rehabilitation and restoration identified in the Plan as provided for in the Plan. Except as otherwise provided in Section 19.143 of the Los Angeles Municipal Code, in the event of cancellation of this Agreement by the City, Owner shall pay the State of California a cancellation fee of Twelve and One-Half percent (12 1/2%) of the current fair market value of the Property at the time of cancellation, as determined by County Assessor without regard to any restrictions on the Property imposed pursuant to this Agreement. Payment of the fee shall be made in accordance with the provisions of subsection (b) of Section 50286 of the Government Code.

6. Enforcement of Agreement.

In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of this Agreement. In the event of a default under the provisions of this Agreement by Owner, City shall give written notice to Owner by registered or certified mail addressed to the address stated in this Agreement, and if such a violation is not corrected to the reasonable satisfaction of the City within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default must be commenced within thirty (30) days and must thereafter be diligently pursued to completion by Owner), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner pursuant to the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner, or apply for such other relief as may be appropriate. City does not waive any claim of default by Owner if City does not enforce or cancel this Agreement. All other remedies at law or in equity which are not otherwise provided for in this Agreement or in City's regulations governing historic properties

are available to the City to pursue in the event that there is a breach of this Agreement. No waiver of any breach or default under this Agreement shall be deemed to a waiver of any other subsequent breach thereof or default hereunder.

7. Binding Effect of Agreement.

The Owner hereby voluntarily subjects the Property described in Exhibit "A" hereto to the covenants, reservations and restrictions as set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors and assigns in title or interest to the Property. Each and every contract, deed or other instrument hereinafter executed, covering or conveying the Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement whether or not such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that Owner's legal interest in the Property is rendered less valuable thereby. City and Owner hereby further declare their understanding and intent that the benefit of such covenants, reservations and restrictions touch and concern the land by enhancing and maintaining the historic characteristics and significance of the Property for the benefit of the public and Owner.

8. Notice.

Any notice required to be given by the terms of this Agreement shall be provided at the address of the respective parties as specified below or at any other address as may be later specified by the parties hereto.

To City:

Los Angeles Department of City Planning
200 North Spring Street, Room 559
Los Angeles, California 90012
Attn: Historical Property Contracts Manager

To Owner:

Name

248 Haynes Hotel Associates, LLC.

Address

757 Third Avenue, 17th Floor

New York, NY. 10017

9. General Provisions.

- a. None of the terms, provisions or conditions of this Agreement shall be deemed to create a partnership between the parties hereto and any of their heirs, successors or assigns, nor

shall such terms, provisions or conditions cause them to be considered joint venturers or members of any joint enterprise.

- b. Owner agrees to and shall hold City and its elected officials, officers, employees and agents harmless from any and all liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of Owner or those of his contractor, subcontractor, agent, employee or other person acting on his behalf which relate to the use, operation and maintenance of the Property. Owner hereby agrees to and shall defend the City and its elected officials, officers, employees and agents with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of Owner's activities in connection with the Property. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Property.
- c. All of the agreements, rights, covenants, reservations and restrictions contained in this Agreement shall be binding upon and shall inure to the benefit of the parties herein, their heirs, successors, legal representatives, assigns and all persons acquiring any part or portion of the Property, whether by operation of law or in any manner whatsoever.
- d. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations or restrictions contained herein, or to determine the rights and duties of any party hereunder, the prevailing party in such proceeding may recover all reasonable attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.
- e. In the event that any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, or by subsequent preemptive legislation, the validity and enforceability of the remaining provisions, or portions thereof, shall not be effected thereby.
- f. This Agreement shall be construed and governed in accordance with the laws of the State of California.

10. Recordation.

No later than twenty (20) days after the parties execute and enter into this Agreement, City shall cause this Agreement to be recorded in the Office of the County Recorder of the County of Los Angeles.

11. Amendments.

This Agreement may be amended, in whole or in part, only by a written recorded instrument executed by the parties hereto.

12. Fees.

Owner agrees to pay any such fees associated with the administration of the Agreement, so long as the fee does not exceed the City's and County's reasonable cost of providing the service pursuant to this article for which the fee is charged.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed.

C-130102

THE CITY OF LOS ANGELES, a municipal corporation:

ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: [Signature] Deputy 11-3-17 Date



By: Kenn J. Kelly VINCENT P. BERTONI, AICP, Director of Planning 10/23/17 Date

By: [Signature]
Owner Signature*
Richard Born, Registered Agent, 248 Haynes Hotel Associates, LLC.
Print Name 5/17/17 Date

By: _____
Owner Signature*

Print Name Date

By: _____
Owner Signature*

Print Name Date

APPROVED AS TO FORM

MICHAEL N. FEUER, City Attorney

By: [Signature] Deputy City Attorney, Office of the City Attorney 10/27/17 Date

* Approved Recording Signature Method: The contract signature(s) and printed names(s) above MUST BE IDENTICAL to the printed names(s) on the first page of the contract and the Notary Acknowledgement Form. If not, the contract will be rejected by the County Recorder.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of ~~California~~ New York

County of New York

On 17 May 2017 before me, Brenna M. Clendaniel, Notary Public
(Insert Name of Notary Public and Title)
personally appeared Richard Born

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of ~~California~~ New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Brenna Clendaniel (Seal)

Brenna M Clendaniel
Notary Public, State of New York
No. 01CL6338803
Qualified in Queens County
Commission Expires March 21, 2020

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

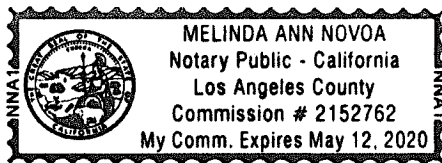
State of California)

County of Los Angeles)On 11/3/17 before me, Melinda Ann Novoa, Notary Public,
Date Here Insert Name and Title of the Officerpersonally appeared Julia Amanti
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Melinda Novoa
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached DocumentTitle or Type of Document: Contract C-130102 Document Date: 11/3/17

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

- ☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: Hotel Cecil - 640 South Main Street, Los Angeles, CA 90015OWNER(S) OF PROPERTY: 248 Haynes Hotel Associates, LLC c/o SB Hotel LA, LLC.OWNER(S) MAILING ADDRESS: 757 Third Avenue, 17th Floor, New York, NY 10017HOME TELEPHONE: _____ WORK TELEPHONE: 212-953-7777

MOBILE TELEPHONE: _____ ALTERNATE TELEPHONE: _____

OWNER(S) EMAIL: mbaron@simonbaron.com ALTERNATE EMAIL: _____

PROPERTY INFORMATION

Legal Description: TRACT: Hellman-Wolfskill Lots BLOCK: None LOT: A ARB: NoneAssessor Identification Number (AIN): 5148 - 021 - 010 COUNCIL DISTRICT NO.: 14PROPERTY PURCHASE DATE: 6/5/2014 MOST RECENT ASSESSED VALUE: \$21,746,227OWNER OCCUPIED: YES ☐ NO ☒ USE: SINGLE-FAMILY DWELLING ☒ MULTI-FAMILY/ COMMERCIAL/ INDUSTRIALADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? YES ☐ NA ☒TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? ☒ YES ☐ NOARE THERE ANY OUTSTANDING ORDERS TO COMPLY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR THE LOS ANGELES HOUSING DEPARTMENT? ☐ YES ☒ NO

HISTORICAL SIGNIFICANCE

☒ HISTORIC-CULTURAL MONUMENT (HCM)HCM NUMBER: _____ HCM NAME: Hotel Cecil (Pending HCM #)☐ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: _____ HISTORIC PROPERTY NAME: _____

ORIGINAL CONSTRUCTION DATE: 1924 ARCHITECT(S): Loy L. SmithARCHITECTURAL STYLE: Renaissance Revival

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

Richard Born 2/27/17

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

Richard Born

PRINT NAME

PRINT NAME

EXHIBIT "A"

Revised January 2017

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 640 South Main Street, Los Angeles, CA 90014

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, NOT modernization, remodels, or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☒ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Primary Facade

Cost \$ 200,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018

Description of work: Repointing and cleaning brick, patching all terra cotta, (balconies/quoins) painting of cornice, fire escape to be secured and painted (but not for ongoing use).
(Ongoing Facade Maintenance, \$25,000 additional aggregate projection through 2028)

☐ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Central Entrance on facade (arched opening)

Cost \$ 50,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018

Description of work: Removal of existing (recent doors/mullions) within entry arch, restore original doors in recessed entry at lobby. Restore/clean floor and terra cotta in entry apse.

☐ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Retail Storefronts on facade

Cost \$ 150,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018

Description of work: Remove metal sign panels and replicate transom windows and create new storefronts based on historic design.(original material is gone). Remove non-original columns to restore storefronts per features documented on original drawings.

☐ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Glass Block Sidewalk panels

Cost \$ 80,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2019

Description of work: Replace deteriorated glass block panels with similar system that meets both NPS and City of LA requirements.

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 640 South Main Street, Los Angeles, CA 90014

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, NOT modernization, remodels, or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☒ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Secondary Elevations (East/South/West)Cost \$ 100,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2019

Description of work: Patch or repair any spalling or cracks, paint concrete surfaces. Rear elevation work includes painting and securing fire escape. Also, interior treatment of light court walls in "E" form. (Additional ongoing maintenance aggregate through 2028, additional \$10,000)

☐ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Windows - Main facadeCost \$ 175,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018

Description of work: Remove existing aluminum sliding units, and replace with 6/1 windows - new aluminum units based on original window form. Retain wood jambs and sills.

☒ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Windows on Secondary elevationsCost \$ 100,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018

Description of work: All existing windows to be retained, repaired as needed to operate. Caulking and glazing patched/repaired to watertight condition. Sash and sills to be painted.

☐ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Grand LobbyCost \$ 2,200,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018-9

Description of work: Rehabilitate Space - 1. Remove non-historic elements, 2. Remove marble wainscot from columns, fiber wrap and replicate original terrazzo cladding, 3. Add new soffit on ceiling to enclose new structural beam, 4. Remove current flooring and restore existing terrazzo or replace where damaged, 5. Replace non-historic skylight stained glass with new glass panels based on original design. 6. Repair glass and framework of exterior skylights in both light courts.

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 640 South Main Street, Los Angeles, CA, 90014

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, NOT modernization, remodels, or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Mezzanine

Cost \$ 500,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018-9

Description of work: 1. Restore balustrade around perimeter, install 42" glass wall behind balustrade to meet code. 2. Rehabilitate space for lounge and circulation.

☐ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Existing Elevators and doors - Lobby(north side)

Cost \$ 125,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018-9

Description of work: Two existing elevators will be retained and interiors and existing metal doors restored.

☐ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Stairs from Lobby to Mezzanine

Cost \$ 100,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018-9

Description of work: Restore two primary stairs to mezzanine. 1. North stair to be retained and restored per original appearance. 2. Formal south stair to be restored, and new balustrade created to match historic design but be code complaint, matching mezzanine railing.

☐ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Corridors/Stairwells - All upper stories, 2-14, typical

Cost \$ 5,500,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018

Description of work: Demolition of all upper story corridors that are hollow clay tile. Rebuild corridors in same location, replicating width and height to ceiling plane.

EXHIBIT "A"

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 640 South Main Street, Los Angeles, CA, 90014

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, NOT modernization, remodels, or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☒ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Roof - Main Roof, and lower roofs of light courtsCost \$ 50,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018

Description of work: Existing rolled roofing to be patched and repaired to ensure watertight condition. Repair flashing as required.

☐ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Sesimic Upgrade PlanCost \$ 5,000,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018

Description of work: The entire structural framework is being upgraded to comply with the City of Los Angeles ordinance no. 183893. This includes new columns, shear wall, shotcrete at all perimeter walls, and steel brace-framing within "E" wings.

☐ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: HVAC, Plumbing, ElectricalCost \$ 4,700,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018

Description of work: The HVAC, Plumbing and Electrical systems are all being replaced in order to bring the building up to code.

☐ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Fire and Life Safety SystemsCost \$ 1,000,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018

Description of work: Fire Detection and sprinkler systems are being integrated into the overall rebuilding of the interior.

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 640 South Main Street, Los Angeles, CA, 90014

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, NOT modernization, remodels, or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Painted Wall Sign, South ElevationCost \$ 50,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018Description of work: The existing painted sign on the South Elevation will be repainted in same size.
(wording to be determined)

☐ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Exterior Blade SignCost \$ 150,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2019Description of work: The existing blade sign, original to the building will be repaired. Metal panels will be painted, lighting upgraded and repaired where needed. Lettering of name "Cecil" to be changed.
(Ongoing maintenance, Aggregate through 2028, painting/bulbs \$15,000)

☐ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: BasementCost \$ 800,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2019Description of work: Basement spaces are being reconfigured to create a new bar and lounge, and related services consistent with the buildings historical use.

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: _____

Cost \$ _____ (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: _____

EXHIBIT "A"

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 640 South Main St.

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, NOT modernization, remodels, or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: WindowsCost \$ 100,000 (round to nearest dollar)Contract Year of Proposed Work Completion: 2027Description of work: All incompatible window types must be replaced with compatible types.

☐ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: InteriorCost \$ 10,000 (round to nearest dollar)Contract Year of Proposed Work Completion: 2022Description of work: Engage a building material conservator familiar with historic preservation to study the original finishes and materials, and make recommendations for treatments in future projects.

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: _____

Cost \$ _____ (round to nearest dollar)

Contract Year of Proposed Work Completion: _____

Description of work: _____

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: _____

Cost \$ _____ (round to nearest dollar)

Contract Year of Proposed Work Completion: _____

Description of work: _____

MAINTENANCE AND REHABILITATION STANDARDS AND CONDITIONS**Secretary of the Interior's Standards for Rehabilitation**

1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces, and spatial relationships.
2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.
4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.
6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.
7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.
9. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work shall be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.
10. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

Property Maintenance

All buildings, structures, yards and other improvements shall be maintained in a superior manner. All current building and zoning codes will be enforced. The following conditions are prohibited:

- a. Dilapidated buildings or features such as fences, roofs, doors, walls and windows.
- b. Abandoned or discarded objects, equipment or materials such as automobiles, automobile parts, furniture, appliances, containers, lumber or similar items stored outside but within property lines.
- c. Stagnant water or open excavations.
- d. Any device, decoration or structure, which is unsightly by reason of its height, condition or location.
- e. Peeling exterior paint or unremoved/uncovered graffiti.
- f. Overgrown landscaping, exposed bald areas within yards or grounds and broken hardscape features which could cause injury.
- g. Other substandard conditions as cited by the Cultural Heritage Commission, the Director of Planning, or the City's Historical Property Contracts Manager.

Conditions

This Historical Property Contract provides the potential for property tax reduction in exchange for agreement to rehabilitate and maintain an historic building. Existing conditions not in conformance with the Secretary of the Interior's Standards, may be required to be removed and the original conditions remedied as part of this contract.



Melissa Jones <melissa.jones@lacity.org>

Cecil Hotel - Mills Act Amendment

Jodi Eilers <jodi@kingsdevllc.com>

Wed, Sep 23, 2020 at 9:45 AM

Reply-To: Jodi Eilers <jodi@kingsdevllc.com>

To: "lambert.giessinger@lacity.org" <lambert.giessinger@lacity.org>

Cc: Melissa Jones <melissa.jones@lacity.org>, Christine Lazzaretto <christine@historicrosourcesgroup.com>, Amy Anderson <amy.anderson@lacity.org>, Jennifer Kim <jennifer.kim@lacity.org>, Matthew Baron <mbaron@simonbaron.com>, "Champion, Douglas M." <DChampion@gibsondunn.com>, Maeve Ives <mives@simonbaron.com>, Jodi Eilers <jodi@kingsdevllc.com>

Hi Lambert -

I hope all is well.

Please see attached a letter from Matt Baron regarding our request to amend the Mills Act contract, in line with what we have discussed.

I have also copied Melissa, Amy and Jen on this email and sent a hard copy of the letter to all of your offices.

I will let you discuss internally for next steps, but please reach out to me or Christine if you need anything from us so that we can move this forward and get the amendment processed.

Thank you,
Jodi

Jodi Eilers

Owner's Representative - Hotel Cecil

415-706-5808

jodi@kingsdevllc.com



Cecil Hotel_Mills Act Amendment Letter_092220.PDF
180K

SIMON BARON DEVELOPMENT

OWNER • DEVELOPER

757 3rd Avenue

17th Floor

New York, NY 10017

Phone: 212-697-1081

Fax: 212.973.7098

September 22, 2020

Via E-mail and Regular Mail

Mr. Lambert M. Giessinger
City of Los Angeles
Office of Historical Resources
200 N. Spring Street, Room 559
Los Angeles, CA 90012

Re: 640 S. Main Street, Los Angeles, CA 90014

Dear Lambert,

In follow up to recent conversations, I have outlined below the events that have impacted the property located at 640 South Main Street (the "Property"), our plan for the historic preservation of the Property, and modifications that we would like to request to the existing Mills Act Contract.

As you are aware, in January of 2018 we entered into a Mills Act Contract in preparation for a full rehabilitation of the Property as a mixed-use building that would include a 299-room hotel and 264 deeply affordable housing units. The Mills Act Contract identified a rehabilitation, restoration, and maintenance plan of \$21,000,000 that was attributable, at the time, to historic preservation work included in that rehabilitation project.

In March of 2020, with a building permit ready to be issued and financing set to close, the impact of the COVID-19 global pandemic on the financing markets made the original project no longer financeable, as the demand for hotels evaporated overnight and the low-income housing tax credit markets froze.

In order to preserve the asset and find an alternative path forward, we quickly worked with the City of Los Angeles, HACLA, and Skid Row Housing Trust to reposition the existing asset as a 600-room permanent supportive housing ("PSH") project to serve individuals experiencing homelessness in downtown Los Angeles, which PSH project will come online in early 2021.

In August of 2020 we closed the financing for the PSH project, which contemplates capital improvements and repairs at the Property totaling \$2,600,000, of which approximately \$1,300,000 is attributable to the historic preservation of the building.

In addition, and in compliance with the Seismic Retrofit Ordinance, we will undertake mandatory seismic upgrade work in the future, valued between \$6,000,000 and \$7,000,000, and which was previously included in the Mills Act Contract rehabilitation plan, bringing our investment in historic preservation to approximately \$8,000,000.

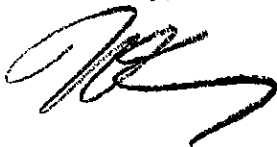
We also intend to lease the retail spaces on the ground floor along Main Street to new retail tenants. Tenants requesting any changes to the store front will be required to implement the original storefront design that was approved as part of your prior review and also reflected in the Property's Part II application with the National Park Service.

A summary of the rehabilitation, restoration, and maintenance plan approved under the Mills Act Contract as compared to what we propose as an amendment to that Mills Act Contract is enclosed with this letter as Exhibit I, and the revised rehabilitation, restoration, and maintenance plan is enclosed as Exhibit II.

All of the proposed work at the Property will be carried out in accordance with the Secretary of the Interior's Standards as set forth in the existing Mills Act Contract, and by no means will we allow any existing significant historic fabric to be altered or removed as part of the current work or any future work.

In conclusion, we hereby request an amendment to our existing Mills Act Contract to represent the contemplated work enclosed here at Exhibit II. In light of the unfortunate circumstances surrounding the COVID-19 pandemic, we are thrilled that we could turn this into an opportunity to provide 600 individuals with a permanent place to call home, and we appreciate your assistance in making it a reality.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Matthew Baron', with a stylized, flowing script.

Matthew Baron
Principal
Simon Baron Development, LLC

CC: Amy Anderson
Jennifer Kim
Christine Lazzaretto

640 S. MAIN STREET
LOS ANGELES, CA 90014
MILLS ACT CONTRACT

	REHAB / RESTORATION / MAINTENANCE PLAN		COMMENT
	EXISTING	PROPOSED AMENDMENT	
DEMOLITION & REBUILD OF CORRIDORS FLOORS 2-14	5,500,000	350,000	NO DEMOLITION, ORIGINAL CORRIDORS TO BE MAINTAINED & REPAINTED
SEISMIC UPGRADE PLAN	5,000,000	-	PLEASE SEE BELOW. SEISMIC WORK WILL BE COMPLETED IN THE FUTURE UNDER THE MANDATORY RETROFIT ORDINANCE
ELECTRICAL, PLUMBING, MECHANICAL SYSTEMS & FIXTURES	4,700,000	500,000	ELECTRICAL & PLUMBING UPGRADES TO PREPARE THE BUILDING FOR OCCUPANCY
GRAND LOBBY REFURBISHMENT	2,200,000	-	EXISTING CONDITIONS WILL NOT BE ALTERED.
FIRE & LIFE SAFETY SYSTEMS	1,000,000	10,000	EXISTING CODE COMPLIANT FIRE LIFE SYSTEM WILL REMAIN WITH MINOR MAINTENANCE
BASEMENT RECONFIGURATION	800,000	-	THIS SCOPE WAS ELIMINATED IN 2019. NON HISTORICAL SPACES
MEZZANINE REFURBISHMENT	500,000	-	EXISTING CONDITIONS WILL NOT BE ALTERED
PRIMARY FAÇADE REPOINTING, REPAIR & CLEANING	200,000	-	
MAIN FAÇADE WINDOW REPLACEMENT	175,000	-	
REPAIR & REPLACE WINDOWS ON SECONDARY ELEVATIONS	200,000	10,000	REPAIR OF NON FUNCTIONING WINDOWS
REMOVE EXISTING AND RECREATE ORIGINAL STOREFRONTS	150,000	-	IF NEW TENANTS IN THE RETAIL SPACES WANT TO ADJUST THE STOREFRONT, THEY WILL BE REQUIRED TO COMPLY WITH THE ORIGINAL STOREFRONT DESIGN APPROVED IN THE PART II APPLICATION
EXTERIOR BLADE SIGN	150,000	-	
EXISTING ELEVATORS AND DOORS	125,000	50,000	REPAIRS & MAINTENANCE OF ORIGINAL ELEVATORS
PATCH AND REPAINT SECONDARY ELEVATIONS	100,000	-	
STAIRS FROM LOBBY TO MEZZANINE	100,000	-	
GLASS BLOCK REPLACEMENT AT SIDE WALK	80,000	25,000	
MAIN ROOF AND LOWER ROOF REPAIRS	50,000	250,000	BUILDING NEEDS A NEW ROOF
PAINTED WALL SIGN, SOUTH ELEVATION	50,000	-	
INTERIOR PRESERVATIONIST	10,000	-	
INTERIOR FLOORING REPAIRS & REPLACEMENTS	-	100,000	REPAIR & REPLACEMENT OF UNIT FLOORS TO MAKE UNITS HABITABLE
TOTAL	21,090,000	1,305,000	
		\$5,000,000 - \$7,000,000	Future seismic work required under Seismic Retrofit Ordinance.
TOTAL	21,090,000	\$7,305,000 - \$8,305,000	

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 640 S Main Street, Los Angeles, CA 90014

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, NOT modernization, remodels, or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Glass block sidewlk panels

Cost \$ 25,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: Replace glass block panels that have deteriorated and been extracted by vandals. Intention is to replace the glass block with concrete that is hatched to delineate where the glass blocks were in relation to the rest of the sidewalk.

☐ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Main Roof Replacement

Cost \$ 250,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: Abatement of asbestos and removal of existing rolled roofing which is prone to leaking to be placed with a new roofing system.

☐ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Plumbing & Electrical

Cost \$ 300,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: Replacement of corroded piping in identified areas of the building to ensure all plumbing systems are fully functional. Electrical modifications where needed to support full occupancy of the building.

☐ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Fire Life & Safety Systems

Cost \$ 10,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: Update of fire alarm system connection to existing elevators.

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 640 S Main Street, Los Angeles, CA 90014

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, NOT modernization, remodels, or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☒ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Existing Elevators

Cost \$ 50,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: Two existing elevators to be maintained and rehabilitation of elevator parts that need upgrading.

☐ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: 15th floor hallway ceiling repairs

Cost \$ 10,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: Repair and patch 15th floor hallway ceiling in east wing caused by water damage.

☐ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Interiors - building patch and painting

Cost \$ 350,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2020 - 2021

Description of work: Paint interior of building including, lobby, mezzanine, all room doors, and all room interiors.

☐ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Plumbing fixture replacement

Cost \$ 200,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2020-2021

Description of work: Replacement of original plumbing fixtures that are leaking, corroded or not functional due to age.

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 640 S Main Street, Los Angeles, CA 90014

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, NOT modernization, remodels, or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☒ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Interiors - FlooringCost \$ 100,000 (round to nearest dollar)Contract Year of Proposed Work Completion: 2020Description of work: Replacement of in-unit flooring that has deteriorated over time with LVT.

☒ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Repair of non-functioning windowsCost \$ 10,000 (round to nearest dollar)Contract Year of Proposed Work Completion: 2021Description of work: Repair existing windows that are not functioning.

☐ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: _____

Cost \$ _____ (round to nearest dollar)

Contract Year of Proposed Work Completion: _____

Description of work: _____

☐ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: _____

Cost \$ _____ (round to nearest dollar)

Contract Year of Proposed Work Completion: _____

Description of work: _____